such cases the injury must be attributed to the one that negligently exposed to danger the person who required assistance.

Carriers — Negligence — Act of God.— In *Gleeson* v. *Virginia Midland Ry. Co.*, 11 Sup. Ct. Rep. 859, the U. S. Supreme Court held that a land-slide in a railway cut, caused by a fall of rain not of unusual violence, is not an act of God so as to excuse the company from liability for an accident caused thereby. Lamar, J., who delivered the opinion, says in the course of it: "Against such an event it was the duty of the company to have guarded. Extraordinary floods, storms of unusual violence, sudden tempests, severe frosts, great droughts, lightnings, earthquakes, sudden deaths and illnesses have been held to be 'acts of God'; but we know of no instance in which a rain of not unusual violence, and the probable results thereof in softening the superficial earth, have been so considered. * * * If it be the duty of the company (as it unquestionably is) in the erection of the fills and the necessary bridges, to so construct them that they shall be reasonably safe, and to maintain them in a reasonably safe condition, no reason can be assigned why the same duty should not exist in regard to the cuts. Just as surely as the laws of gravitation will cause a heavy train to fall through a defective or rotten bridge, just so surely will those same laws cause land-slides and the consequent dangerous obstructions to the track itself from ill-constructed railway cuts. * * * Ordinary skill would enable the engineers to foresee the result, and ordinary prudence should lead the company to guard against it. To hold any other view would be to over-balance the priceless lives of the travelling public by a mere item of increased expense in the construction of railroads."

Negligence of Sub-contractor.—An interesting case has recently been decided in Massachusetts (*Bickford* v. *Richards et al.*, 27 N. E. Rep. 1014) in which the distinction between mere non-feasance and mis-feasance on the part of a sub-contractor is clearly shown. B. had made a contract for the removal of some buildings with C., who subsequently sub-let the contract to R. *et al.* The removal was done in such an unworkmanlike and negligent manner that the buildings were greatly injured, and this suit was entered against defendants by B. for the damages. The lower court ordered a verdict for R. there being no privity of contract between them and B., and this decision is now reversed by the Supreme Court. The court says, "The plaintiff's right of action does not depend on the existence of a contract between himself and the